

Terms and Conditions – Haze Photography

PHOTOGRAPHER agrees to provide **no fewer than 10 (TEN)** proof photo's for CLIENT to view **10 days after the shoot**, and is not required to provide more than this number of images.

HAZE will perform basic post-processing or digital image editing services on these photos where artistically necessary.

FEES: In consideration for the photography services provided by HAZE, CLIENT agrees to pay the sum of the final quote and or invoice. CLIENT agrees to pay the photographer a non-refundable initial payment totaling 50% (fifty-percent) of the total price of the photography services upon signing this contract. The initial payment reserves the photographer's time and is not a retainer or deposit. HAZE agrees to not advertise availability of this same time slot to any other potential clients. The balance of the payment for photography services must be paid in full no later than 7 days prior to the SHOOT detailed in Section 1: Scope of Work.

CANCELLATION: If CLIENT cancels this shoot for any reason, the initial payment will not be returned to CLIENT. The cancellation must be in writing. The Booking fee is nonrefundable or transferable to another date due to the loss suffered by the photographer due to cancellation.

WORK PRODUCTION: HAZE will deliver photos to CLIENT no more than 6- 8 WEEKS after the date of the SHOOT. All photos delivered to CLIENT are licensed for CLIENT'S personal use only. All photos will be delivered to the CLIENT in HIGH RESOLUTION format. CLIENT understands and agrees that prints take longer for delivery. HAZE must deliver photos in a reasonable amount of time after the CLIENT has made a final order.

INDEMNIFICATION:

HAZE and CLIENT agree that HAZE is under no obligation to capture any specific moment or pose or person(s) during the SHOOT.

If HAZE is unable to perform the services in this contract due to any cause outside its control, client agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

CLIENT agrees to indemnify and hold harmless HAZE for any liability, damage, or loss related to technological failure, including data loss.

CLIENT understands and agrees that HAZE is not required to maintain copies of the photos from this shoot 30 (THIRTY) (WEDDINGS: 365 DAYS) days after the photos have been delivered to CLIENT.

CLIENT agrees to hold HAZE harmless for any personal injury which may occur as the CLIENT poses or works with HAZE

HAZE will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

DUTY OF CLIENT: CLIENT will obtain all permissions necessary for HAZE to photograph at the SHOOT. HAZE has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the event(s) is not the fault, liability, or responsibility of photographer.

EXCLUSIVE PHOTOGRAPHER: CLIENT agrees and understands that no other party other than HAZE may take pictures of any poses, lighting situations, or setups made by the photographer. This slows down the photographer's work and violates the photographer's right to take pictures of the event. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of the HAZE or take pictures in these situations.

MODEL RELEASE: CLIENT grants permission to HAZE and its assigns, licensees, and sublicenses, permission to use CLIENT'S image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other

uses. Therefore, HAZE may use CLIENT'S likeness and image on HAZE'S website or other advertising. HAZE may NOT sell photos containing CLIENT'S likeness to third parties.

ASSIGNABILITY AND PARTIES OF INTEREST: CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. HAZE may sub-contract or assign this contract to any second-shooter, HAZE may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

WEATHER: Due to the sensitive nature of camera equipment, HAZE reserves the right to stop shooting, and take necessary steps to protect the camera equipment in case the weather turns for the worst, like in the case of rain. HAZE will not be held responsible for any loss of photographs, or shooting time due to weather conditions. Final decision hereof resides with the photographer representing HAZE.

AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and HAZE at the time of acceptance of this contract shall be recognized as amendments to this contract.

NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the SHOOT, HAZE cannot place an unconditional guarantee on the above. HAZE will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of HAZE'S control.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and HAZE agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the shoot start late due to any reason whatsoever, HAZE will not be held liable for any photographs not taken. In the case of overtime, the CLIENT will pay the full overtime amount of R2000/ph. (Two Thousand Rand, Per Hour)

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. HAZE will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. HAZE takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

TRAVEL AND TOLLS: Travel and tolls are an extra cost, depending on where the shoot is situated, this is to be included in the quote and or invoice accepted. A trip prior to your shoot day, to the venue, will be free of charge.

METHOD OF REMUNERATION:

PAYMENTS: THE CLIENT agrees that a 50% non-refundable booking fee is required at the time of contract acceptance within 7 (SEVEN) days and 100% of the remaining balance is due one week prior to the shoot date.

Reference: **NAME AND QUOTE NUMBER**

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST

NO CHEQUES ACCEPTED

NO CASH ACCEPTED

Thank you for choosing us as your preferred photographers